

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

In Re:

Justine Chamberlin,

Chase Bank USA, N.A.

Plaintiff(s)

v.

Justine Chamberlin

Defendant(s)

Case No.: 05-47169

Adv. No.: 06-01165

Judge: Donald H. Steckroth

STIPULATION OF SETTLEMENT

The parties, Plaintiff, Chase Bank USA, N.A., and Defendant-Debtor, Justine Chamberlin, (hereinafter "Defendant") without Defendant admitting any wrongdoing or liability, by and through their respective undersigned counsel, hereby stipulate and agree to settle all disputes concerning the above-captioned matter seeking a determination of nondischargeability of a debt, jointly agree to this Settlement Agreement on the following terms:

1. Defendant shall pay plaintiff the settlement sum of **\$1,100.00** in the following manner:

Defendant shall pay **22** monthly payments of **\$50.00** by the first day of each month starting on **01/15/2007**.

2. In the event Defendant fails to make any required payment within ten (10) days of the due date, then Plaintiff, after having given written notice to Defendant and counsel, shall be authorized to enter judgment for the default sum of \$2,028.00, less any payments made, together with interest, costs, reasonable attorney's fees and disbursements. Such judgment may be entered upon the filing in this or any other Court of competent

jurisdiction, a copy of this Order together with an Affidavit of a representative for the Plaintiff, indicating that notice of the default was brought to the attention of the Defendant and counsel.

3. All payments shall be made payable to:

Weinstein & Riley, P.S.
2101 4th Ave, Suite #900
Seattle, WA 98121

INCLUDE ACCOUNT NUMBER ON PAYMENTS

4. Plaintiff shall issue a General Release to Defendant upon the final payment of the \$1,100.00 settlement amount, to apply to Defendant's obligation to plaintiff under account number: XXXXXX9166 and this Stipulation of Settlement.

5. The Defendant acknowledges that this Stipulation of Settlement is not required under the Bankruptcy Code or under non-bankruptcy law.

6. The Defendant acknowledges that this Stipulation of Settlement represents a fully informed and voluntary agreement.

7. The Defendant acknowledges that this Stipulation of Settlement does not impose an undue hardship on him or his dependants.

8. The Defendant acknowledges that his attorney has fully advised him of the legal effect and consequences of this Stipulation of Settlement as well as any default provisions under this Agreement.

9. Defendant has read the involved Complaint and knows the contents therein and does hereby waive any right to trial.

10. Finally, all parties agree that there was no coercion exercised by anyone upon Defendant and that there was no collusion among any of the parties hereto.

Dated:

Slosberg & Associates, LLC

Jaimie A. Slosberg
By: Jaimie A. Slosberg
Counsel for Plaintiff

Barry E Levine

Barry E Levine
By: Barry E Levine
Counsel for Defendant

Justine Chamberlin
Justine Chamberlin
Defendant